



STATE OF TENNESSEE
Department of General Services, Central Procurement Office

REQUEST FOR QUALIFICATIONS # 32110-20111 AMENDMENT # 2 FOR STATEWIDE SLOPE STABILIZATION SERVICES

DATE: April 20, 2020

RFQ # 32110-20111 IS AMENDED AS FOLLOWS:

1. State responses to questions and comments in the table below amend and clarify this RFQ.

Any restatement of RFQ text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFQ document.

No.	RFQ SECTION	PAGE #	QUESTION/COMMENT	STATE RESPONSE
1	Proforma Section E.7.	27	The Performance Bond of \$14M would that be required before any billable work has occurred?	The performance bond is currently required with the signed contract May 27, 2020 by 4:30 p.m. CST. The performance bond shall be in an amount equal to one hundred percent (100%) of the Estimated Liability 14 million dollars (\$14,000,000).
2			What are the bonding requirements?	See answer to question 1.
3			Does the Tennessee Franchise Tax apply to work performed under this contract?	The Contractor is responsible for paying all applicable taxes. Please refer to the following links: The Tennessee Department of Revenue Franchise & Excise Tax website: https://www.tn.gov/revenue/taxes/franchise---excise-tax.html Tennessee Department of Revenue contact page: https://www.tn.gov/revenue/about-us/contact-us.html

4			<p>It is our understanding that one objective of this contract is to provide "on-call" services as needed for emergency landslide repairs. This requires the contractor to be fully staffed and with appropriate equipment and materials on hand to quickly respond to the State's emergency needs. To meet this requirement, we assume that contractors will need to have ~10% of the total estimated quantities on hand since vendor availability is limited during night, weekend, and holiday emergency response (landslides never happen at a convenient time). Is this assumption correct?</p>	<p>This is a fair assumption for all specialty items, this would not include any readily available local products.</p>
5			<p>What is the Firm Price Period (Section C.2 of the SWC 191 Proforma)? No term is provided.</p>	<p>The Firm Price Period is 365 days.</p>

6			Per Section A.15.a of SWC 191 ProForma, it is our understanding that the Contractor's soil nail installation rigs must to be able to reach 20 feet vertically, both above and below the road platform, to minimize the construction footprint and eliminate the need to provide access benching on most sites. Is the 20-ft requirement interpreted correctly?	Yes
7	RFQ Sections 5.2, 5.3, and 5.4.2.1	12	Regarding the Competitive Range described in Section 5 of the RFQ, it is our understanding that this range will be based on pricing for similar technologies used to stabilize active landslides and not simply standard soil nailing which rarely ever correlates to the techniques required. How will this range be determined? If the price for an item falls outside of the competitive range, will the Contractor have a chance to justify and/or negotiate before the item or Group is rejected?	The Technical Response must be ranked in the top three (3) per group after the Technical Response score is totaled and put in ordinal ranking (1 - the best evaluated ranking) to be deemed in the competitive range. The State will only open Cost Proposals from Qualified Respondents, that are responsive and responsible and in the competitive range. The State reserves the right to conduct clarifications or negotiations with respondents. All responsive respondents within the competitive range will be given equivalent information with respect to cost negotiations.

8	ProForm a Section A.5.g.	2	Will the Contractor be allowed to refuse to complete a job/project if the particular job/project is deemed unprofitable for the Contractor?	Contractors will be expected to perform in accordance with contract prices. Price Changes may be requested after the firm price period, as detailed in pro forma section C.2. In the event that a Contractor is unable to perform the work for any reason, including due to time constraints, the Authorized User shall obtain written documentation in accordance with Pro Forma section A.5. Once a Contractor is awarded a job, the Contractor will be expected to complete the job/project.
9	ProForm a Section A.11.	3	Given that this is an emergency landslide contract, rope training is often necessary to safely navigate the steep terrain and complete the repairs. Similar scope of work in other jurisdictions has required PCIA Level I or similar training for all crew members to ensure the safety of all project personnel. What training certification is required by the State for this contract?	Contractors are responsible for ensuring all personnel possess the knowledge, skills, and abilities to perform the work. It is recommended that any personnel performing any scaling or rope work performed in preparation for stabilization, have PCIA level 1 or similar
10	ProForm a Section A.24. and A.25.	7	It is our understanding that considerations for difficult drilling conditions will not be accepted and that it is the Contractor's responsibility to take Tennessee's terrain into consideration since request for change orders will not be allowed. Is this correct?	Yes

11	ProForm a Section C.1. and C.2.	12	If the Actual Quantities for a line item deviates from the Estimated Quantity substantially (e.g. +/- 25%), does the Contractor reserve the right to submit a unit rate adjustment to that line item?	The State has provided estimates based on historical usage. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Price Increases may only be requested after the Firm Price Period (365 days). A Price Increase Request shall only reflect a change in the Contractor's cost and not constitute an increase in profit.
12			For Group 3, will the contractor be expected to grout the RR steel pilings full length, or rock socket?	The socket portion will be filled with class A concrete or select granular backfill as described in question 16. The remainder of the rail will be determined on a project specific basis.
13			For Group 3, will the Contractor be required to provide engineering to support factor of safety improvement and is there a requirement to provide a warranty?	TDOT assumes all design risk on group three projects.
14			Section B.17 of the General Qualifications & Experience Items requires references not to be current or former state employees. Our interpretation is this would mean State of Tennessee employees and employees from other states are applicable. Our interpretation is this would only exclude State of Tennessee employees and that references from employees who work for other State agencies is both encouraged and accepted. Is this correct?	Only current or former State of Tennessee employees would be excluded from providing a reference. References from current or former employees of other States would be acceptable.

15			For Group 2, drilling horizontal drains can use up-to 30,000 gallons of water per day as a drilling fluid. Will TDOT provide this amount of water under other items (A.15 of ProForma) or should the Contractor include this in the bid price?	The water needed for group two should be included in the bid price.
16			Grouting or concrete is typically required for drilled rail piles (otherwise the rail pile steel will not have good contact with the steel). What type of concrete or grout strength is required? What should prospective bidders assume as a percentage that would be drilled and grouted vs. driven rail piles?	An item for class A concrete and select granular backfill has been added to group three to address this.
17			What are the bonding requirements?	See answer to question 1.

18	ProForm a Section A.35.	11	What is the warranty period?	<p>Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.</p>
19			Does bond have to stay in force until end of Warranty period?	Yes
20			A.8 Is Rail Wall contractor required to have professional Engineer design walls?	<p>No. the use of Railroads and Cribbing should be considered a viable maintenance activity. Use of Railroads & Cribbing will require a brief individual site preliminary design study to determine how many rows of piles should be proposed, and to develop a work order - develop preliminary quantities, etc., and this can be accomplished by TDOT Operations Bureau without sealed drawings.</p>

21			A.9 Does this apply to all 3 groups?	Yes, all awarded Contractors must be able to provide and maintain adequate staffing and equipment to deploy to up to three (3) sites simultaneously to respond timely for emergency repairs and to provide emergency design/build services within the State of Tennessee.
22			A.11 Is this for soil nails only?	ProForma A.11. Operations Requirements applies to all groups
23	ProForm a Section C.3.	12 and 13	A.14 Mob & Demob Pay Item? If not, how do we determine the cost to put in other bid item?	A line item for Mobilization/Demobilization has been added for groups 2 and 3
24			A.30 Does this apply to rail wall?	ProForma A.30. Retaining Wall only applies to Group One, Soil Nailing
25			A.31 Refers to group 1 when talking about offset drill. (Group 3?)	ProForma A.31. Offset Drilling only applies to Group One, Soil Nailing
26			A.31 "Contractor must be able to drill and install 800 feet of Railroad steel per 8-hour workday." Does this mean we must produce 800 feet per day, or does it mean we are required to have the capability to product 800 feet per day?	Contractor must be able to produce, drill, and install 800 feet of Railroad steel per 8-hour workday and have the capability to produce 800 feet per day.
27			Is filter fabric required?	It could be a part of a drainage detail for groups one or three, but could be addressed with other means
28			What does "competitive range" mean?	Please see answer to question 7

29			Pro Forma Contract. Will all the references to soil nails be removed if contract is issued for Rail Walls?	The Pro Forma contract document will remain substantially the same for all awarded Contractors. To clarify which particular group or groups has been awarded to a particular Contractor and are applicable, a description of the group or groups awarded will be specified in the first paragraph of the Contract.
30			When the State supplies rail steel or cribbing material will it be delivered to work site?	Yes
31			A.34 "Wall cribbing shall be Lapped and bolted" requiring the cribbing to be bolted creates an unsafe situation where personnel have to go into the excavation. In our system we build panels and are able to set them into trench without any personnel entering trench. Could these be substituted for bolted cribbing?	Yes, as long as the panel meets or exceeds the strength of the lapped bolted connection.
32			Will a bidders list be available?	The bidder list will be available to Respondents during the Open File Period, May 14, 2020 - May 21, 2020.
33			How do the RFQ's that are due 4-22-2020 need to be delivered. We are unclear if it is hand delivered, mailed or electronic submittal.	All three options mentioned will be available. The State will do an amendment to allow electronic submissions due to the COVID-19 pandemic. The State will allow hand delivered submissions but strongly encourages mailed or electronic submissions due to the COVID-19 pandemic.

34			For Group Three Railroad Rails and Cribbing, we would like clarification that for this procurement all engineering and design will be handled by TDOT. We also want to clarify that the successful firms for this item of work are not required to have a licensed engineer involved.	For group three, the engineering will be performed by TDOT and the Contractor does not have to employ a PE.
35			Will a breakdown of items be provided for Group Three Railroad Rails and Cribbing before RFQ's are due, or will all associated activity cost be placed into those 2 items: For instance, on this type of repair, the following items would be used: Mobilization, Railroad Rails Drilled, Cribbing, Excavation, #2 Stone Backfill, DGA Stone Backfill, Geotextile Fabric, Site Prep, Traffic Control	An item for mobilization, five types of geotextiles, class A concrete, and select granular backfill has been added to group three. As in group one the cost for the select granular backfill should include the cost of the stone and transportation to the job site. All other cost to the final placement of the stone should be included in other bid items. The other activities listed excluding excavation and traffic control should be bid into the linear railroad rail or square foot cribbing items as applicable. The excavation and traffic control will be provided by TDOT.
36	ProForm a Section A.5. and A.6.	1 and 2	Could you give us clarification for the response time for Group Three Railroad Rails and Cribbing. If there is a project that pops up, is response counted if either by phone or email to setup a site visit?	Yes, either form of response would be accepted as long as the response met the required deadline.

37	Proforma Section E.7.	27	<p>RFQ schedule shows that the performance bond in the amount of fourteen million dollars will be due the day the contract is signed on May 22nd, 2020. Is it acceptable to the state to instead provide an anticipated bond amount when each piece of specific work is identified? This would allow the state to pay for bonding capacity only on projects that are constructed. As the RFQ is currently written, it appears that the state could be asking as many as three contractors to each provide a 14million dollar performance bond (totaling \$42 million), when only 14 million dollars' worth of work is anticipated to be constructed. Do I have the correct understanding? If bonding could be handled on a project to project basis it appears the state would save some money not paying for unneeded bonding capacity. Is this acceptable or will the contractor really have to bring a 14 million dollar performance bond to the table with no guarantee that any work will be constructed by that contractor?</p>	<p>Each awarded Contractor shall provide to the State a performance bond of 14 million dollars guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and Contract documents.</p>
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38			There appear to be some discrepancies in the bid form pay units. Please clarify pay units.	The Units of Measure have been updated on the Cost Proposal and in ProForma Section C.3. for several line items.
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2. Delete RFQ # 32110-20111, in its entirety, and replace it with RFQ # 32110-20111, Release # 2, attached to this amendment. Revisions of the original RFQ document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
3. Delete Pro Forma section 32110-20111 in its entirety and replace it with Pro Forma #32110-20111, Release #2, attached to this amendment. **Any sentence or paragraph containing revised or new text is highlighted.**
4. Delete Attachment Cost Proposal #32110-20111, in its entirety, and replace it with Cost Proposal # 32110-20111, Release #2, attached to this amendment. **Any sentence or paragraph containing revised or new text is highlighted.**
5. **RFQ Amendment Effective Date.** The revisions set forth herein shall be effective **upon** release. All other terms and conditions of this RFQ not expressly amended herein shall remain in full force and effect.